

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE

CERES CONSULTING L.L.C.,	)	
	)	Case No. _____
Plaintiff,	)	
	)	Judge: _____
vs.	)	
	)	Magistrate Judge: _____
DYNASTEEL CORPORATION,	)	
	)	
Defendant.	)	

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COMPLAINT  
(Electronically Filed)

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Comes the Plaintiff, Ceres Consulting L.L.C., by and through counsel, and, for its Complaint against the Defendant named herein, states as follows:

I. PARTIES

1. Plaintiff, Ceres Consulting L.L.C., is a Missouri Limited Liability Company with its principal place of business in East St. Louis, Illinois.

2. Defendant, Dynasteel Corporation ("Dynasteel"), is a corporation that is organized and existing under the laws of the state of Tennessee with its principal place of business in Memphis, Tennessee. Dynasteel may be served through its registered agent, Ronald W. Russell, 4334 Old Millington Road, Memphis, TN 38127.

II. JURISDICTION AND VENUE

4. Subject matter jurisdiction is proper in this Court pursuant to 28 USC § 1333 because this action arises from a maritime contract of affreightment that is governed by the admiralty and maritime laws of the United States. This case is brought pursuant to this Court's admiralty jurisdiction and is an admiralty claim within the meaning of Rule 9(h) of the Supplemental Rules of Civil Procedure.

5. This Court has personal jurisdiction over Dynasteel and venue is appropriate in this district, as Dynasteel is incorporated in Tennessee and has its principal place of business in this district. This Court has subject matter jurisdiction since this is an Admiralty and Maritime Claim.

### III. CLAIM

5. In 2009, Plaintiff and Dynasteel entered into a contract of affreightment pursuant to which Plaintiff would provide barge transportation services for Dynasteel to ship steel and fabricated steel parts from Natchez, Mississippi to the Great Lakes region. A true and accurate copy of this written contract, including the agreed to additional terms, is attached hereto and is incorporated herein as Exhibit 1.

6. Plaintiff performed its duties under the contracts by arranging for the barge transportation and completing the voyages required under the various contracts.

7. Upon completing the shipments, Plaintiff delivered invoices to Dynasteel in the total sum of One Hundred Fifty-Three Thousand Thirty-Seven and 50/100 Dollars (\$153,037.50) for various fees and charges that were Dynasteel's responsibility to pay under the contract of affreightment. On their face, these invoices provide that payment became due upon their receipt by Dynasteel. Copies of these invoices are attached hereto as Exhibit 2 (Invoice #73975), Exhibit 3 (Invoice # 73976), Exhibit 4 (Invoice # 79377), and Exhibit 5 (Invoice # 74316).

8. To date, no payment has been received from Dynasteel with respect to any of these invoices despite a demand by Plaintiff having been made for the payment of the same.

9. Plaintiff is entitled to recover from Dynasteel the sum of One Hundred Fifty-Three Thousand Thirty-Seven and 50/100 Dollars (\$153,037.50), plus pre-judgment and post-judgment interest on this liquidated sum and its costs and attorneys' fees incurred in collecting the sum owed to it.

WHEREFORE, Plaintiff Ceres Consulting L.L.C. demands that judgment be awarded in its favor against Defendant, Dynasteel, as follows:

1. For the principal liquidated sum of One Hundred Fifty-Three Thousand Thirty-Seven and 50/100 Dollars (\$153,037.50);
2. For pre-judgment and post-judgment interest until said judgment is satisfied and its litigation costs and attorneys' fees incurred in pursuing this litigation; and
3. For such other relief as Plaintiff may be entitled based on the proof.

RESPECTFULLY SUBMITTED this the 28th day of May 2010.

THE MILLER LAW FIRM, PLLC

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